



October 27, 2021

RE: Welcome to Vocodia Holdings Corp

Dear Omer Khan,

It is with great pleasure that we welcome you to Vocodia Holdings Corp ("Company"). The following sets forth the terms and conditions of your employment with the Company following your acceptance of the Offer of Employment ("Offer").

1. **Position:** Your position with the Company will be **Chief Technology Officer (CTO)** reporting to **Brian Podolak, CEO/Co-founder** ("Supervisor"). Among other responsibilities assigned by your Supervisor, your duties and responsibilities will include those listed in the attached job description. These duties and responsibilities may be modified from time to time by the Supervisor in the interest of the Company.

2. **Starting Date:** Your employment with the Company will commence on **October 27th, 2021**

3. **Compensation:**

a. **Annual Base Salary:** Your salary will be at an annualized rate of **\$175,000** and will be paid on a semi-monthly basis in arrears on the 1st and the 15th of the month. All compensation received by you will be subject to customary tax withholding and other deductions as required by law. As a full-time, exempt employee, you will be expected to devote your full time and energies to the business and affairs of the Company, and to perform any and all duties and responsibilities normally associated with your position in a satisfactory manner and to the best of your abilities at all times.

b. **Equity:** You will be granted 2,000,000 Restricted Stock Units ("RSUs").

2,000,000 RSUs (Vesting 12 months from August 1)

This grant will occur on the 15th day of the month, (or the first business day thereafter if the 15th day is not a trading day) and will be subject to the terms and conditions of the Vocodia Holdings Corp., Inc. 2021 Incentive Compensation Plan. The specific details of this grant will be provided to you in a separate communication a few weeks after the grant date.

Variable Compensation:

Bonus - Up to 100%

You will be eligible for the Incentive Compensation (IC) program with an initial annual target annual cash bonus opportunity of 50.0% of your annual salary (a payout of \$87,500) and a maximum annual cash bonus opportunity of 100.0% of your annual salary (a payout of \$175,000).

Your performance and compensation will be subject to review from time to time by the Company, and your compensation may change in the future based on a number of factors, including but not limited to your performance or the performance of the Company.

c. **Benefits:** Benefits will start the first of the month after hire date from signing. You will be eligible to participate in these company subsidized benefits offered through the HR Firm in accordance with regular policies applicable to similarly situated employees. Among these, you will be eligible to participate in the Company's Open Time Off policy, which provides time off to employees for vacation, sick time, and personal reasons, including for an employee's own or a family member's illness, injury, or medical treatment or for dealing with the effects of domestic violence, as required

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by applicable state law. All benefits may be modified or changed from time to time at the sole discretion of the HR Firm and/or the Company. You will receive additional information, under separate cover, relating to your payroll and benefits directly from the HR Firm when available. Where a particular benefit is subject to a formal plan (e.g., health insurance), eligibility to participate in and receive such benefit is governed solely by the applicable plan document.

4. **Confidentiality, Trade Secrets and Work Product:** The Company considers the protection of its confidential information, proprietary materials and goodwill to be extremely important. Like all other individuals providing services to the Company, you will be required to execute and abide by the terms of the enclosed **Proprietary Information and Invention Assignment Agreement ("PIIA")**. (See instructions below for signing and returning the PIIA).
5. **Employment at Will:** While we obviously are hopeful and confident that our relationship will be mutually rewarding, satisfactory and sustaining, no provision of this letter shall be construed to create an express or implied employment contract or a promise of employment for any specific period of time. You will be an at-will employee; accordingly, you or the Company and/or the HR Firm may end the employment relationship for any reason, at any time, and with or without notice. The Company and/or the HR Firm may modify the terms and conditions of your employment in their sole discretion.
6. **Miscellaneous:** This letter is intended to outline the terms of compensation and benefits available to you should you choose to accept this position. This letter, together with the agreement referenced in Section 4 above, constitutes the entire terms and conditions of your employment and provision of services to the Company. This letter and the referenced agreements (regardless of whether such agreements are signed first) supersede any prior agreements, promises or statements (whether oral or written) regarding your terms of employment. The terms of your employment shall be governed by the laws of the State of Florida, without regard to its conflict of laws principles.
7. **Location:** Your new position enables you to work at our physical location and also remote work.

We welcome you to the Vocodia team. We are committed to the continued success of Vocodia and believe, with your contributions, we will continue to build a great company.

Vocodia Holdings Corp

If you agree to accept employment on the terms specified above, including those in any separate agreement referenced in this Offer, please sign, and return this document and all enclosures **no later than October 29th, 2021**. A countersigned copy will be returned for your records.

Accepted and Agreed

DocuSigned by:

Omer Khan

Signature ID: 8F3476AD-85BB-46A8-B77C-872F80D2ADB0

Omer Khan

10/30/2021

Name

Date

DocuSigned by:

Brian Podolak

Signature ID: 8F3476AD-85BB-46A8-B77C-872F80D2ADB0

Vocodia Holdings Corp

Brian Podolak 11/1/2021

Name

Date

Enclosure(s)